

**IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

WILLIAM R. LOOKER, III, on behalf of
himself and all others similarly situated,

Plaintiff,

v.

SMOKEHOUSE BBQ, INC.,

Defendant.

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No. 14-00203-CV-W-DW

ORDER

Before the Court is Plaintiffs' Unopposed Motion for Approval of FLSA Collective Action Settlement, Award of Attorneys' Fees, and Services Payment (Doc. 78). After having fully and carefully reviewed the motion, memorandum in support, and proposed Settlement Agreement and Release of Claims ("Settlement Agreement"), the Court finds that the litigation involves a bona fide wage and hour dispute between Plaintiff and Defendant over alleged unpaid minimum wages under the Fair Labor Standards Act ("FLSA"). In addition, the settlement constitutes a fair and equitable compromise of the parties' dispute. The Court further finds the requested fees and costs in the amount of \$128,700.00, representing thirty-three percent (33%) of the Settlement Fund, to be fair and reasonable. Lastly, the Court agrees that a service payment to the Named Plaintiff in the amount \$2,500.00 to be appropriate. Accordingly, it is ORDERED that:

1. The Unopposed Motion for Approval of FLSA Collective Action Settlement, Award of Attorneys' Fees, and Services Payment (Doc. 78) is GRANTED;

2. The Settlement Agreement is APPROVED as a fair, equitable, and reasonable resolution of a bona fide dispute in this contested litigation. The proposed Notice of Settlement and Consent to Become a Party Plaintiff forms, attached as Exhibit A to the Settlement Agreement, are APPROVED;
3. The formula for distribution of settlement payments and the amounts set forth in Exhibit B to the Settlement Agreement are APPROVED as a fair, equitable, and reasonable measure for distributing the settlement payment by Defendant to Plaintiffs and any potential opt-in Plaintiff who timely elects to participate in the settlement;
4. Solely for purposes of settlement, this case is certified as a collective action under Section 16(b) of the FLSA, with the potential opt-in class of participants defined as the 343 Servers employed by Smokehouse BBQ, Inc. from August 15, 2011 to August 15, 2014 identified on Exhibit B to the Settlement Agreement;
5. Crimmins Law Firm, LLC and Wright & Fisher LLC are appointed as Class Counsel for the FLSA collective action;
6. The attorneys' fees and costs in the amount of 33% of the Settlement Fund and the service award to Named Plaintiff in the amount of \$2,500.00 are APPROVED. Defendant shall pay Plaintiffs, any potential Plaintiff who timely elects to participate in the settlement, and Class Counsel in accordance with and subject to the terms of the Settlement Agreement;
7. The Court will accept the filing of the consent to join forms for any opt-in Plaintiff who timely and properly elects to opt-in to this litigation in accordance with and subject to the terms of the Settlement Agreement;

8. Per the terms and conditions of the Settlement Agreement, the Court will retain continuing jurisdiction for purposes of the (1) implementation of the settlement and any award or distribution of the settlement payments, (2) construction, enforcement, and administration of the Settlement Agreement, and (3) submission to the Court of consent to opt-in forms from those Participating Class Members who timely and properly elect to opt-in this litigation, in accordance with and subject to the terms of the Settlement Agreement; and
9. This action is DISMISSED WITH PREJUDICE, with the Court retaining continuing jurisdiction as set forth herein.

SO ORDERED.

Date: July 16, 2015

/s/ Dean Whipple
Dean Whipple
United States District Judge